

April 16, 2007

**QUESTIONS and ANSWERS
INVITATION FOR BID #OAH-17
COURT REPORTING SERVICES
OFFICE of ADMINISTRATIVE HEARINGS**

Per instructions in the cover letter for IFB # OAH-17 and B., 1 all questions were to be submitted in writing no later than 5 PM on April 13, 2007. The following questions were submitted. The answer follows after the question.

QUESTION: What methodology will be used to compare each total bid?

ANSWER: *This is covered in the "Evaluation and Selection" section of Bid Requirements and Information # 4. After evaluation to determine that all required forms are completed and signed per the instructions, the contract in each region will be awarded to the responsive/responsible bidder with the lowest full day appearance fee for the period July 1, 2007 through June 30, 2008.*

QUESTION: Will any area be weighted over another?

ANSWER: *No. All areas will have contracts awarded.*

QUESTION: Is there any record of how often transcripts are requested, on average?

ANSWER: *Since all billing is sent directly to the Agencies by the Court Reporting Contractors OAH does not have any way of providing this kind of information.*

QUESTION: In the case when multiple contracts have been awarded through one IFB, a question is whether, legally, these contracts can each be viewed as "standing alone" regardless of the existence of the other contracts (executed concurrently). I think your answer is that, no, the contracts can not be viewed as each "standing alone" because the original lowest bidder still gets first priority in accepting the work. But what **statute** or **regulation** or **case law** confer such priority to the original lowest bidder in this instance? (Question No. 1) Maybe it is contract law (cf.: Civil Code, Section 1642). Perhaps it is a **policy**, consistent with the intent of the governing statutes in the Public Contract Code to award work to the lowest bidder. Yesterday I saw on the Department of General Services (DGS") web site under "Master Agreement," in "CSR User Guide" (Item 7 on Page 4 of 55, the following:

Agencies must contact the first ranked Contractor on the list in the respective district. If that Contractor declines the service, then agencies can move down the list to the next ranking Contractor. (*Emphasis in original.*)

Is this statement DGS' **policy** statement? (Question No. 2)

ANSWER: (Questions No. 1 & 2) *These questions appear to be about the Master Service Agreement for Court Reporter Services which is a Department of General Services Procurement Program and is not connected with the Office of Administrative Hearings Invitation for Bid for Court Reporter Services (IFB#OAH-17).*

QUESTION: By telephone, DGS also informed me that DGS would post, within 10 days or so, a **new** Master Service Agreement that would provide several categories of services (e.g., shorthand reporting; tape transcription) with different bidding requirements for the different categories (e.g., using CSRs is not a requirement for transcribing audiotapes). In relation to OAH's new IFB OAH-17, I then have the following questions:

I understand that shorthand reporting can be done by one CSR, while conversion of the shorthand notes into a transcript can be done by another CSR. In case DGS' contract price is lower than OAH's, can the transcription be done by DGS' contractor? (Question No. 3)

ANSWER: *The contractor (CSR) that appeared at a hearing is the one who "owns" the notes and is the one who transcribes them. If they are not able to do so then the contracted CSR firm makes the arrangements for the transcript to be completed at the rates quoted.*

QUESTION: Does a party (an individual, or an agency which requested OAH to conduct the administrative hearing) have the option to request or demand that the work (shorthand reporting or transcription) be done through DGS' Master Agreement (at either a higher or lower cost)? (Question No. 4)

ANSWER: *There is nothing in code or statute that prohibits parties from making this request.*

QUESTION: A concern here is that according to IFB #OAH -17, page 4, Item 10, OAH's contracted price is only an estimate which can be amended later. What is then the cost uncertainty associated with the cost estimate? $\pm 20\%$ $\pm 50\%$? (Question No. 5) This flexibility appears to afford bidders the opportunity to bid low, but later charge high.

ANSWER: *To clarify the statement in the IFB – "It will be impossible to predict exact dollar amounts of the contracts" means that OAH has no way of predicting the amount of use (number of hearings that will be scheduled and billed) that each contract will have, therefore the contract will start at a given dollar amount and then be amended as needed over the life of the contract to ensure there are enough funds to pay our invoices. The rates billed will remain those on the "rate sheets" that a prospective contractor (bidder) submits in their "Bid Package". There is a rate sheet for each year of the contract and these can not be changed once the bids have been opened.*

QUESTION: One of OAH's current contractors informed me that it worked only for state agencies under contracts, and that it had done work for the Department of Personnel Administration through OAH. How is such work "done through OAH" arranged? (Question No. 6)

ANSWER: *When OAH sets a hearing on the calendar, they also make the arrangements for Court Reporters, Interpreters and others whose presence is necessary to conduct the hearing. This is the reason OAH is conducting an IFB for Court Reporter Services.*